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Debtors*

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

In re:

**PG&E CORPORATION,**

**- and -**

**PACIFIC GAS AND ELECTRIC COMPANY,**

**Debtors.**

- ☐ Affects PG&E Corporation  
☐ Affects Pacific Gas and Electric Company  
☒ Affects both Debtors

*\* All papers shall be filed in the Lead Case,  
No. 19-30088 (DM).*

Case No. 19-30088 (DM)  
Chapter 11  
(Lead Case)  
(Jointly Administered)

**STIPULATION MODIFYING PLAN  
INJUNCTION (JUAN M. PEREZ)**

[No Hearing Requested]

1 PG&E Corporation (“**PG&E Corp.**”) and Pacific Gas and Electric Company (the  
2 “**Utility**”), as reorganized debtors (collectively, the “**Debtors**” and as reorganized pursuant to the  
3 Plan (as defined below), the “**Reorganized Debtors**”) in the above-captioned cases (the  
4 “**Chapter 11 Cases**”) and Juan M. Perez (“**Perez**,” and, together with the Debtors and  
5 Reorganized Debtors, the “**Parties**”), on the other hand, by and through their respective counsel,  
6 hereby submit this stipulation (the “**Stipulation**”) for an order modifying the Plan Injunction (as  
7 defined below) solely to permit the Court of Appeal of the State of California, First Appellate  
8 District, Division Two (the “**Court of Appeal**”) to issue its decision (the “**Decision**”) in the fully-  
9 briefed and submitted appeal pending before it in the case titled *Perez v. Pacific Gas and Electric*  
10 *Company, et al.*, Case No. A151868 (the “**Perez Appeal**”). The Parties hereby stipulate and agree  
11 as follows:

#### 12 **RECITALS**

13 A. On December 8, 2014, Perez filed a complaint in the California Superior Court for  
14 the County of San Francisco (the “**Superior Court**”), asserting negligence and personal injury  
15 claims against the Utility and co-defendant, Snelson Companies, Inc., which case is currently  
16 pending as Case No. CGC-14-543168 (the “**State Court Action**”).

17 B. On May 25, 2017, the Superior Court granted the Utility’s motion for summary  
18 judgment.

19 C. On June 28, 2017, Perez filed a timely notice of appeal, and the Court of Appeal  
20 opened the Perez Appeal.

21 D. On January 29, 2019 (the “**Petition Date**”), the Debtors commenced these  
22 Chapter 11 Cases in the United States Bankruptcy Court for the Northern District of California  
23 (the “**Bankruptcy Court**”).

24 E. Prior to the Petition Date, all briefing and oral argument by the Parties had been  
25 completed and submitted in the Perez Appeal, and the Parties were awaiting the Decision from the  
26 Court of Appeal.

1 F. By Order dated July 1, 2019 [Docket No. 2806] (the “**Bar Date Order**”), the  
2 Bankruptcy Court set October 21, 2019 at 5:00 p.m. (Prevailing Pacific Time) (the “**Original Bar**  
3 **Date**”) as the deadline in these Chapter 11 Cases for filing proofs of claim in respect of any of  
4 prepetition claim (as defined in section 101(5) of the Bankruptcy Code) against either of the Debtors,  
5 including all claims of Fire Claimants,<sup>1</sup> Wildfire Subrogation Claimants, Governmental Units (as  
6 defined in section 101(27) of the Bankruptcy Code), and Customers, and for the avoidance of doubt,  
7 including all secured claims and priority claims. The Original Bar Date was later extended for  
8 certain claims that are not relevant or applicable to the Parties or this Agreement.

9 G. On August 20, 2019, Perez timely filed a proof of claim against PG&E Corp. for  
10 \$4,000,000.00 [Claim No. 7666] (the “**Proof of Claim**”).

11 H. By Order dated June 20, 2020 [Dkt. No. 8053] (the “**Confirmation Order**”) the  
12 Bankruptcy Court confirmed the *Debtors’ and Shareholder Proponents’ Joint Chapter 11 Plan of*  
13 *Reorganization Dated June 19, 2020* (as may be further modified, amended or supplemented from  
14 time to time, and together with any exhibits or scheduled thereto, the “**Plan**”). The Effective Date of  
15 the Plan occurred on July 1, 2020. *See* Dkt. No. 8252.

16 I. Sections 10.5 and 10.6 of the Plan and Paragraphs 51 and 52 of the Confirmation  
17 Order establish the “**Plan Injunction**,” which supersedes the automatic stay in most respects and  
18 expressly prohibits (1) commencing, conducting, or continuing in any manner, directly or indirectly,  
19 any suit, action, or other proceeding of any kind with respect to any pre-petition claims against the  
20 Debtors or Reorganized Debtors, and (2) any effort to enforce, collect or recover on any judgment  
21 based on any pre-petition claims.

22 J. The Parties hereto desire to modify the Plan Injunction solely in order to allow the  
23 Court of Appeal to issue its Decision in the Perez Appeal.

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28 <sup>1</sup> Capitalized terms used but not otherwise herein defined have the meanings ascribed to such terms  
in the Bar Date Order or the Plan (as defined below), as applicable.

1           **NOW, THEREFORE, UPON THE FOREGOING RECITALS, WHICH ARE**  
2           **INCORPORATED AS THOUGH FULLY SET FORTH HEREIN, IT HEREBY IS**  
3           **STIPULATED AND AGREED, BY AND BETWEEN THE PARTIES, THROUGH THE**  
              **UNDERSIGNED, AND THE PARTIES JOINTLY REQUEST THE BANKRUPTCY**  
              **COURT TO ORDER, THAT:**

4           1.     The Plan Injunction shall be modified solely to permit the Court of Appeal to issue  
5           its Decision in the Perez Appeal, and to communicate such Decision to the Superior Court, as  
6           consistent with its ordinary procedures.

7           2.     Perez shall remain enjoined from continuing the State Court Action in any manner,  
8           directly or indirectly.

9           3.     Perez shall remain enjoined from making any motion for rehearing or similar motion  
10          before the Court of Appeal, or pursuing any appeal of the Decision to the Supreme Court of  
11          California, or from engaging in any further proceedings with respect to the State Court Action, the  
12          Perez Appeal, or any related action.

13          4.     In the event that the terms of this Stipulation are not approved by the Bankruptcy  
14          Court, it shall be null and void and have no force or effect and the Parties agree that, in such  
15          circumstances, this Stipulation shall be of no evidentiary value whatsoever in any proceedings.

16          5.     This Stipulation shall be binding on the Parties and each of their successors in  
17          interest.

18          6.     This Stipulation shall constitute the entire agreement and understanding of the  
19          Parties relating to the subject matter hereof and supersede all prior agreements and understandings  
20          relating to the subject matter hereof.

21          7.     This Stipulation may be executed in counterparts, each of which shall be deemed an  
22          original but all of which together shall constitute one and the same agreement.

23          8.     The Bankruptcy Court shall retain jurisdiction to resolve any disputes or  
24          controversies arising from this Stipulation or any Order approving the terms of this Stipulation.

25                               *[Signatures on Next Page]*

Dated: June 2, 2021

WEIL, GOTSHAL & MANGES LLP  
GOUGH & HANCOCK LLP  
KELLER BENVENUTTI KIM LLP

/s/ Jane Kim

Jane Kim

*Attorneys for Debtors  
and Reorganized Debtors*

Dated: May 25, 2021

THE GILLEON LAW FIRM

  
James C. Mitchell

*Attorneys for Juan M. Perez*